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Attorneys for Plaintiff
MUMTAZ SHEREEN SUHAIL

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

MUMTAZ SHEREEN SUHAIL,

Plaintiff,

v.

NAVIGANT INTERNATIONAL, INC.; TQ3
NAVIGANT; TQ3 TRAVEL SOLUTIONS;
and DOES 1 through 50, inclusive,

Defendants.

Case No. C 06-03424 MHP

**STIPULATION AND PROPOSED
ORDER TO FILE AMENDMENT TO
COMPLAINT TO SUBSTITUTE DOE 1
AS NAVIGANT SOUTHWEST LLC**

IT IS HEREBY STIPULATED AND AGREED UPON by the parties and their respective counsel of record that plaintiff be allowed to file an amendment to the complaint to substitute DOE 1 as defendant Navigant Southwest LLC. The parties agree and stipulate as follows:

- Defendants contend that plaintiff's actual employer is Navigant Southwest LLC, and not the named defendants;
- Defendants stipulate to allow plaintiff to file an amendment to the complaint substituting DOE 1 as defendant Navigant Southwest LLC;
- The parties stipulate and agree that plaintiff will dismiss defendants Navigant International, Inc., TQ3 Navigant, and TQ3 Travel Solutions, without prejudice, and, in exchange, defendants will agree to a tolling of any statutes of limitations or deadlines, whether administrative or statutory, to allow plaintiff to re-assert any of

1 the allegations or causes of action against defendants if discovery reveals that any
2 of the defendants were plaintiff's employer, including joint employer, or any of
3 these defendants committed any of the misconduct alleged in the complaint;

- 4 • Defendants, including Navigant Southwest LLC, stipulate and agree that defendant
5 Navigant Southwest LLC is plaintiff's "employer" for purposes of this action, and
6 that such stipulation will be binding at trial or any hearing in this matter;
- 7 • Defendant Navigant Southwest LLC will not allege any defense of statute of
8 limitations or failure to exhaust administrative remedies, including obtaining any
9 right-to-sue letters from the Equal Employment Opportunity Commission
10 ("EEOC") and/or California Department of Fair Employment and Housing
11 ("DFEH"), as a result of being substituted into this action as DOE 1 for any of the
12 allegations or facts alleged in the complaint. Defendant Navigant Southwest LLC
13 agrees that any right-to-sue letters previously obtained by Navigant International,
14 Inc., TQ3 Navigant, and/or TQ3 Travel Solutions will be equally applicable to
15 defendant Navigant Southwest LLC;
- 16 • The parties are not making this request for the purposes of any delay. Instead, the
17 parties are making this request to avoid unnecessary motion practice, including
18 motions to dismiss and/or summary judgment on the sole issue of "employer," that
19 would unduly burden the Court with legal issues that are being resolved by the
20 parties, including unnecessary attorneys' fees and costs in litigating this dispute.

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1 SO STIPULATED.

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3 Dated: November 10, 2006

KAHN BROWN & POORE LLP

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5 By: 

6 David M. Poore
Attorneys for Plaintiff

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9
10 Dated: November 10, 2006

MANATT PHELPS & PHILLIPS LLP

11
12 By: 

13 Andrew Satenberg
Attorneys for Defendants and Navigant
Southwest LLC

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~~PROPOSED~~ ORDER

IT IS SO ORDERED. Plaintiff is hereby allowed to file and serve a DOE amendment to the complaint substituting defendant Navigant Southwest LLC as DOE 1 in this action in accordance with terms of the above stipulation.

Dated: 12/6/06



UNITED STATES DISTRICT COURT JUDGE